

**ALAMEDA COUNTY SUPERIOR COURT**  
**APPLICATION FOR APPOINTMENT TO ADR PANELS**  
*including Judicial Arbitration, Mediation, Neutral Evaluation, and Private Arbitration*

**1. APPLICANT:**

**Applicant's Name:** GREGORY D. WALKER  
**Firm Name** Attorney at Law  
**Address:** 11 Embarcadero W. Suite 140  
Oakland, CA 94607-4543  
**City/State/Zip:**  
**Telephone:** (510) 451-6070 **Fax:** (510) 451-3931  
**Email:** gwalker@rawbw.com

**2. PANEL REQUEST:** *(All applicants are requested to serve as Judicial Arbitrators)*

**Check each panel for which you are applying:**

**XX** Judicial Arbitration **XX** Mediation ☐ Neutral Evaluation **XX** Private Arbitration

**3. EDUCATION:**

<u>Dates (from-to)</u>	<u>College/University/Law School</u>	<u>Degree Obtained</u>
1969	University of California, Berkeley	B.A. (Economics)
1974	University of California, Berkeley (Boalt Hall)	J. D.

**4. LEGAL EXPERIENCE** State Bar No. 63115 Date Admitted: 12/18/1974

**A. Are you a member in good standing of the State Bar of California?** **XX** Yes ☐ No

**B. Are you a retired judicial officer?** Yes **XX** No

Please describe when/where you last served as a judicial officer: \_\_\_\_\_

**C. Are you actively engaged in the practice of law at this time?** **XX** Yes ☐ No

If not, are you retired from practice? \_\_\_\_\_ Date retired: \_\_\_\_\_

If your license is presently inactive, please explain: \_\_\_\_\_

**D. Are you currently active in litigation practice?** **XX** Yes ☐ No

Approximately what percentage of your practice involves litigation? 35 %

**E. If your practice includes personal injury litigation, approximately what percentage of your practice involves the representation of: plaintiffs 100% ; of defendants \_\_\_\_\_%?**

**F. How many of the following have you personally handled as attorney of record in the past five years?** Jury Trials ; Court Trials 10 ; Mediations 60+ ; Arbitrations 60+;

**G. Describe any legal publications or teaching you have done:** \_\_\_\_\_

## 5. ADR TRAINING and EXPERIENCE

Course Title	Sponsoring Organization	Hours of Credit	Dates
See Attachment			

- A. Number of years experience as: mediator 8; arbitrator 18; neutral evaluator ;
- B. List all other court-connected ADR panels of which you are a member, specifying the processes for which you have qualified: Contra Costa County Superior Court ( EASE ) Mediator and Arbitrator; U.S. District Court Arbitrator & Mediator; Alameda County Superior Court Arbitrator.
- C. State the name(s) of any organization(s) through which you have provided ADR services during the past five years, giving the dates and the services you provided: Alameda County Bar Association (5yrs+)Mediation and Arbitration; BASF (5yrs+) Mediation; Kaiser-Permanente Neutral Panel (3+yrs) Arbitration; AAA (5yrs+) Arbitration.
- D. Describe the subject matter of five disputes in which you served as the ADR provider in the past 5 years, including the dates of service, the process and if you were sole or co-provider.
  - 1. Personal Injury/Auto – sole provider
  - 2. Commercial Contract – sole provider;
  - 3. Probate/Real Estate – sole provider;
  - 4. Real Estate Development – sole provider;
  - 5. Commercial Landlord/Tenant – sole provider;
- E. Is your ADR style best described as ☒ facilitative or \_\_\_\_\_evaluative/directive?
- F. Describe any ADR related publications or training you have done: None.
- G. Set forth your hourly fee or fee schedule, including any sliding scale or pro bono provisions.

**\$250/hour for up to 3 parties; pro bono, as provided by ACBA ADR  
Placement Service, C.C. County EASE, and U.S. District Court panels.**

**Attach a copy of your fee agreement.** *(Please note: Judicial arbitrators waive compensation for the first three (3) hours of hearing time in Alameda County and all ADR panelists are requested to accept at least three (3) Judicial arbitration cases per year).*

See Attachment

## 6. AVAILABILITY/SPECIAL REQUIREMENTS

- A. List any languages, other than English, in which you are able to conduct ADR proceedings:
- B. Please state any special bi-cultural/multi-cultural capabilities or familiarity you possess:
- C. You are available to conduct ADR conferences: ☒ in your office; ☒ at counsel's office; \_\_\_\_\_other (please describe: \_\_\_\_\_)
- D. You are available to conduct ADR proceedings: ☒ during regular office hours; ☒ evenings by appointment; ☒ weekends by prior arrangement;
- E. Please describe any requirements you have for ADR participants such as submission of copies of pleadings, briefs, declarations in lieu of testimony, etc.: Arbitration: Briefs with proposed exhibits & witnesses; Mediation: Mediation Statements.

ATTACHMENT - Application For Appointment to ADR Panels

5. ADR TRAINING and EXPERIENCE

Course Title	Sponsoring Organization	Hours	Dates
Arbitrator Training	American Arbitration Association	6	3/85,11/86
Arbitrator Training	U.S. District Court	6	1/95
Comprehensive Mediator Training	ADRA/BASF	40	6/95
Advanced Mediation Advocacy	JAMS/BASF	7	1/97
Advanced Mediator Training	John Paul Jones/BASF	13	10/97
Mediator Training/USDC Panel	U.S. District Court	16	8/02

## 7. SUBJECT MATTER DESIGNATION

Please check each area below in which you are qualified by training/experience to provide ADR services, indicating the percentage it represents of your law practice, if any, and the ADR process(es) which you are prepared to offer in that area

Case Type Accepted	% of Practice	Judicial Arb.	Mediation	Eval Neutral	Private Arbitrations
Bankruptcy					
Business/Corp.					
Civil Rights					
Collections	5	X	X		X
Construction	10	X	X		X
Contracts	15	X	X		X
Elder law/abuse			X		
Employment					
-Discrimination					
-Harassment					
-Termination					
Environmental					
Fraud			X		
False Imprison.					
Family Law					
HO Ass'n			X		
Insurance Cov.	10	X	X		X
Intellect. Property					
Landlord-Tenant	5	X	X		X
Legal Malpractice					
Maritime					
Med Malpractice					
Partnership					
P.I. – Auto	20	X	X		X
P.I. – Other	5	X	X		X
Premises Liability	5	X	X		X
Probate/Trust	10	X	X		X
Product Liab.		X	X		X
Real Property	10	X	X		X
Securities					
Tax					
Toxic Torts					
Wrongful Death					

## SERVICE DESCRIPTION AND FEE AGREEMENT

We, the undersigned Parties (and counsel) voluntarily agree to submit our dispute to the following method of alternative dispute resolution:

☐ **Mediation**

☐ **Arbitration**

We agree that **Gregory D. Walker** will serve as the mediator or arbitrator according to the following terms:

1. **Mediation:** The Parties understand that mediation is a voluntary, informal and confidential process. Any party may end participation at any time, but the purpose of the mediation is to reach a mutually acceptable agreement. The mediator will act to improve communication, clarify facts, identify legal issues and help the Parties explore creative solutions. The mediation proceedings will be confidential, and the Parties, and all participants, understand and agree that the provisions of California Evidence Code §§1115 - 1128 shall apply to this mediation. If the Parties reach a settlement agreement, they may waive these confidentiality provisions orally, in accordance with §1118, or in writing, in accordance with §1123, by providing that their agreement is enforceable, binding or admissible.

2. **Arbitration:** The Parties submit their dispute for decision by the arbitrator. The arbitrator hears and receives evidence, determines facts, makes legal rulings, and enters an Arbitration Award in writing. The Arbitration Award will be binding and entered as an enforceable Judgment in the appropriate Court if the Parties' contract provides for binding arbitration of the subject dispute, or if the parties now agree that this arbitration will be binding by signing below:

I, \_\_\_\_\_, agree to binding arbitration of this dispute.

I, \_\_\_\_\_, agree to binding arbitration of this dispute.

3. **Fees:** The Mediator or Arbitrator will be paid for his services at the hourly rate of \$250. The Parties will be equally responsible for payment of these fees unless they have provided in writing for a different fee sharing agreement. There will be no overhead or administrative charges assessed for these services. A fee deposit of \$500 will be required from each party prior to the commencement of the mediation or arbitration process.

## ACKNOWLEDGMENT

We declare that we have read, understood and agreed to the foregoing terms for mediation or arbitration services by Gregory D. Walker.

\_\_\_\_\_  
Party signature

Date:

\_\_\_\_\_  
Attorney

Date:

\_\_\_\_\_  
Party signature

Date:

\_\_\_\_\_  
Attorney

Date:

\_\_\_\_\_  
Gregory D. Walker

Date: